

**AGREEMENT TO PROVIDE  
GOODS AND SERVICES  
TO THE CITY OF PARMA, OHIO**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and effective immediately by and between **Cleveland Communications, Inc.**, (hereinafter called the "Contractor") and **The City of Parma**, (hereinafter called the "City") **WITNESSETH THAT:**

**WHEREAS**, the City has accepted the Bid proposal of the Contractor under Ordinance/Resolution # \_\_\_\_\_, for the purpose of entering into an agreement to perform services regarding the "Purchase of 700/800 portable radios for the Parma Fire Department.

**WHEREAS**, the Contractor is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such a project, and

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **Employment of Contractor** - The City agrees to engage the Contractor and the Contractor hereby agrees to perform the following services.
2. **Scope of Services** - The Contractor shall do, perform, and carry out in a good and professional manner the sale and delivery of certain Communications equipment in accordance with the City's request and the Contractor's Proposals submitted May 7, 2020 as modified through further discussions and negotiations between the Contractor and the City. The City's request and the Contractor's Proposals are incorporated herein as if fully re-written and a summary of the system components to be purchased are attached hereto as Exhibit A.
3. **Time of performance** - Contractor will begin performance under this agreement immediately upon execution and shall perform consistently and vigorously until completion. Estimated time frames for delivery is 45 days per the bid requirement.
4. **Compensation** - The City agrees to pay the Contractor the amount of \$ \_\_\_\_\_ for the equipment and services outlined in the Contractor's Proposal. The City will render payment to Contractor as set forth in section six of this document.
5. **Exclusion** - If necessary, the provision of electrical, telephone, and construction services are not included in the described compensation amount and may only be additionally charged to the City with its prior authorization:
6. **Method of Payment – Invoicing Terms** – All invoices will be submitted directly to the City for auditing and approval. Invoices may be submitted only as follows: upon delivery of the L3Harris equipment,
7. **Changes** - The City may, from time to time, require changes in the scope of the services to be performed by the Contractor. Such changes, which will be mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this agreement. Hourly labor will be charged by the Contractor at the rate of \$110.00 (One Hundred Ten dollars) per hour. The City shall have the right to approve any and all additional expenses prior to any agreement being consummated.
8. **Services and Materials to be Furnished by City** - The City shall furnish the Contractor with all available necessary information, data, and materials pertinent to the execution of this agreement, including project specifications and drawings. The Contractor shall not be required to develop or attest to the reliability of such information within the scope of this Agreement.
9. **Termination of Agreement** - The City shall have the right to terminate this agreement for cause, by giving written notice to the Contractor of such termination and specifying the effective date



thereof, at least ten (10) days before the effective date of such termination. In the event of termination pursuant to this paragraph, Contractor shall be paid for services rendered and expenses incurred through the effective date of termination.

10. **Information and Reports** - The Contractor shall, at such time and in such form as the City may require, furnish such periodic reports concerning the status of the project and shall appear at project meetings as required by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
11. **Records and Inspections** - The Contractor shall maintain full and accurate records with respect to all matters covered under this agreement. The City shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.
12. **Accomplishment of Project** - The Contractor shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
13. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
14. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
15. **City Not Obligated to Third Parties** - The City shall not be obligated or liable hereunder to any third parties.
16. **When Rights and Remedies Not Waived** - In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of such payment by the City while any such breach or default may exist shall in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.
17. **Personnel** - The Contractor represents that it has or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or by sub-contractors under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
18. **Ownership of Data** - All materials in whatever form prepared or acquired by the Contractor for the work done under this Agreement, including statistical tabulations, publications, studies, reports, or other similar material shall become the property of the City, and shall be delivered to the City, upon request, by the Contractor upon termination of this Agreement.
19. **Equal Opportunity Employment** - The Contractor specifically agrees: In hiring employees for the performance of work under this contract for any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this contract relates.
20. **Notices** - Any notice, bills, invoices or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

**If to City:**

Thomas Weinreich, Director of Public Safety  
6611 Ridge Rd.  
Parma, OH 44129

**If to Contractor:**

Alan L. Close, President  
Cleveland Communications, Inc.  
5220 Hauserman Rd.  
Cleveland, Ohio 44130

21. **Insurance** - Contractor agrees to indemnify, defend, and save harmless the City, its respective employees, agents, contractors, and assigns from all claims and lawsuits of any kind arising from this Agreement for services, resulting from any negligent act, error, or omission on the part of the Contractor. Further, Contractor shall obtain and provide acceptable evidence of a general liability policy, in the amount of Two Million Dollars (\$2,000,000) per occurrence for injuries, claims, or losses including those that result in death or property damage arising from Contractor's services provided under this Agreement.
22. **Choice of Law** - The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Cuyahoga County, Ohio.
23. **Assignment** - The Contractor shall not assign this Agreement without the written consent of the City.

Witness:

**Parma, Ohio**

\_\_\_\_\_

\_\_\_\_\_  
City of Parma

Witness:

\_\_\_\_\_

\_\_\_\_\_

Witness:

**Cleveland Communications, Inc.**

\_\_\_\_\_

\_\_\_\_\_  
Alan Close, President

Approved as to Form:

\_\_\_\_\_  
Parma Law Director

Parts Build PFD		Apr 20 09:43:40 EST 2020		\$4,482.34	
CCI Configuration					
Model No.	Description	Qty	PARMA BID		
XS-PF51P-NA	PORTABLE,XL-185P,7/800,FKP,PGRN,US,LTE	1	\$2,387.24		
XS-PA2A	BATT,LION,3100,HAZLOC RADIO ULC1D2,LTE	1	\$174.86		
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	1	\$29.60		
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	1	\$1,110.00		
XS-FW2X	OPERATION, LOAD NIFOG	1	\$0.01		
XS-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	1	\$0.01		
XS-PL4L	Single Band 7/800	1	\$0.01		
XS-PL4F	FEATURE,P25 PHASE 2 TDMA	1	\$185.00		
XS-PL8Y	FEATURE, ENCRYPTION LITE	1	\$0.01		
XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	\$0.01		
XS-PA3X	BATTERY,LJ-ION,3100 MAH, ULC1D2, LTE	1	\$129.50		
XS-CH4W	CHARGER,1-BAY,XL-185P VEHICULAR	1	\$148.00		
XS-PS9X	CHARGER ADAPTER	1	\$25.90		
XS-AE1T	SPKR MIC,PREMIUM,FIRE,NC	1	\$620.00		
XS-HC3L	BELT CLIP,METAL	1	\$22.20		
XS-Y3EWP	3 Year Warranty	1	\$200.00		
	Discount / Trade In Credit	1	(\$550.00)		
Portable Total			\$4,482.34		

Additional parts requested not included in total amount above			
XS-CH5A	CHARGER, 6-BAY, XL-185P	1	\$716.00
XS-HC4R	CASE,LEATHER,PREMIUM,SHOULDER STRAP,LTE	1	\$160.00